L. B. Mastick to S. P. Middleton

This Indenture Made the Seventh day of October in the year of our Lord one thous. and eight hundred and sixty two Between Levi B. Mastick of the City and County of San Francisco State of California party of the first part and S. P. Middleton of the same place party of the second part Witnesseth, That the said party of the first part for and in consideration of the sum of Forty seven Hundred Dollars lawful money of the United States of Amer. ica, them in hand paid by the said party of the second part at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged Has granted bargained and sold and by these presents Does grant bargain and sell unto the said party of the second part and to his heirs and assigns forever all his right title and interest in and to that certain Land described as follows, to wit Location number Sixty Six of Unsurveyed lands San Francisco Land District in the County of Santa Clara State of California bounded and described as follows The South half of Section number Twenty nine in Township Number six South

Range Number Five West of Mt Diablo
Meridian Together with all and singular
the tenements hereditaments and appur-
tenances thereunto belonging or in any wise
appertaining and the reversion and re-
versions remainder and remainders
rents, issues and profits thereof. And
also all the estate right title interest
property possession claim and de-
mand whatsoever as well in law
as in equity of the said party of the
first part of in or to the the above des-
cribed premises and every part and
parcel thereof with the appurtenances.
To Have and To Hold all and singular
the above mentioned and described
premises together with the appurten-
ances unto the said party of the second
part his heirs and assigns forever.
In Witness whereof the said party of the
first part hath hereunto set his hand
and seal the day and year first above
written. _____

_____ Levi B. Mastick (Seal) _____

Signed Sealed and Delivered in the
presence of F. J. Thibault. _____

State of California _____ } _____
City and County of San Francisco } ss.

On the Eleventh day of October A. D. one thou-
and eight hundred and sixty two before
me F. J. Thibault a Notary Public in and
for said City and County residing therein
duly commissioned and sworn per-
all appeared Levi B. Mastick whose

"words" "who is" in first line & [illegible]

and seal the day and year first above
written.

Levi B. Mastick (Seal)

Signed Sealed and Delivered in the
presence of F. J. Thibault.

State of California }
City and County of San Francisco } ss.

On the Eleventh day of October A. D. one thou-
and eight hundred and Sixty two before
me F. J. Thibault a Notary Public in and
for said City and County residing therein
duly commissioned and sworn perso-
ally appeared Levi B. Mastick whose
name is subscribed to the annexed Inst-
rument as a party thereto, who is personally
known to me to be the individual desc-
ibed in and who executed the annexed Ins-
rument and he the said Levi B. Mastick
duly acknowledged to me that he executed
the same freely and voluntarily and for the

words "who is" in first line & "he" in third line interlined to correct error in copying
J. C. Bostick Recorder
by M. Learnworth Deputy.

State of California,
COUNTY OF SANTA CLARA. } ss.

RECORDER'S OFFICE.

I, D. C. BAILEY, *County Recorder in and for said County, hereby certify that the annexed is a full, true and correct copy of an original* Deed recorded *in this office, in Liber* S *of* Deeds *page* 91 et seq

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, this Fifth *day of* June *A. D. 1872*

D C Bailey *County Recorder.*

~~By~~ ..... *Deputy.*

and seal the day and year first above
written.

Levi B. Mastick (Seal)

Signed sealed and delivered in the
presence of F. J. Thibault.

State of California }
City and County of San Francisco } ss.

On the Eleventh day of October A. D. one thou-
and eight hundred and fifty two before
me F. J. Thibault a Notary Public in and
for said City and County residing therein
duly commissioned and sworn perso-
ally appeared Levi B. Mastick whose
name is subscribed to the annexed Ins-
trument as a party thereto, who is personally
known to me the individual described
in and who executed the annexed Ins-
trument and he the said Levi B. Mastick
duly acknowledged to me that he executed
the same freely and voluntarily and for the
uses and purposes therein mentioned. In
witness whereof I have hereunto set my hand
and affixed my Official Seal at my office
in the City and County of San Francisco
the day and year last above written

words "who is" in first line & "he" in third line interlined & correct error in copying

J. C. Bostick Recorder
by M. Learmonth
Dep'ty.

F. J. Thibault
(Seal)
Notary Public

Recorded at request of Grantee October
20 A. D. 1862 at 9 o'clock A.M.

J. C. Bostick Recorder
By M. Learmonth Dep'ty

Merchant
Wife & Child
Mr. Stillman

www.historysanjose.org

This Indenture, made the Twenty Seventh day of February in the year one thousand eight hundred and sixty four Between O B Bagley of the City and County of San Francisco State of California party of the first part and B. F. Butts of the County of Santa Clara State of California party of the second part

Whereas, the said O B Bagley is justly indebted to the said party of the second part, in the sum of One thousand dollars. lawful money of the United States, secured to be paid by a certain promissory note as follows: bearing date, $1000 San Francisco July 27 1860. For value received I promise to pay B F Butts or order in United States Gold Coin on the 15th of May next without grace One thousand dollars, with interest at the rate of one per cent per month payable at maturity and in case of failure to pay said principal & interest in said Gold Coin, then for value received I promise to pay said B F Butts or order in addition thereto, and as damages, such further amount or percentage as it or may be equal to the actual difference (in market value) between said Gold Coin and United States notes or other paper tenders or medium which are or may be made by the laws of the United States a legal tender in payment of debts O B Bagley as by the said promissory Note reference being thereunto had, may more fully appear.

Now This Indenture Witnesseth, that the said party of the first part, for the better securing the payment of the said sum of money secured to be paid by the said Ormsby Bagley, with interest thereon, according to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar, to him in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, Has granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents Does grant, bargain, sell, alien, release, convey and confirm unto the said party of the second part, and to his heirs and assigns forever,

ALL that certain piece or parcel of land lying and situate in the County of Santa Clara State of California, now in possession of said Bagley, bounded and described as follows, to wit: Fractional North East Quarter of Section thirty one (31) Containing 41.48 acres - and Fractional South east Quarter of Section (31) thirty Containing One Hundred and five 10/100 acre - making in all One Hundred and forty nine 58/100 acres, viz T. 6 S. R. 2 W.

Together *with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof:* **And** *also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said part of the first part, of, in, and to the same, and every part and parcel thereof with the appurtenances:* **To Have and to Hold,** *the above granted and described premises, with the appurtenances, unto the said part of the second part his heirs and assigns, to his and their own proper use, benefit and behoof, forever.* **Provided always,** *and these presents are upon this express condition, that if the said part of the first part, his heirs, executors or administrators, shall well and truly pay unto the said part of the second part his executors, administrators or assigns, the said sum of money secured to be paid by the said party of the first part and the interest thereon, at the time and in the manner mentioned in the said promissory note according to the true intent and meaning thereof, and also pay the other moneys hereinafter agreed to be paid as herein provided, that then these presents, and the estate hereby granted, shall cease, determine and be void.* **And** *the said party of the first part for himself and his heirs, executors and administrators, do es covenant and agree to pay unto the said party of the second part his executors, administrators, or assigns, the said sums of money, and interest, as mentioned above, and secured to be paid as aforesaid.* **And** *if default shall be made in the payment of the said sum of money above mentioned, or of the interest that may grow due thereon, or any part thereof,*

that then and from thenceforth it shall be lawful for the said part of the second part, his executors, administrators and assigns, to consider the whole of said principal sum as immediately due and payable and to enter into and upon all and singular the premises hereby granted, or intended so to be, and to sell and dispose of the same and all benefit and equity of redemption of the said part of the first part, his heirs, executors, administrators, or assigns, therein, at public auction, according to law and under the direction and decree of some court of competent jurisdiction. **And** *as the attorney of the said part of the first part, for that purpose by these presents duly authorized, constituted, and appointed, to make and deliver to the purchaser or purchasers thereof, a good and sufficient deed or deeds of conveyance in the law for the same, in fee simple, and out of the money arising from such sale, to retain the principal and interest which shall then be due on the said promissory note together with the costs and charges of advertisement and sale of the same premises, and of suit for foreclosure, including counsel fees at the rate of five per cent. upon the amount which may be found to be due for principal and interest by the decree in such*

suit, and also the amount of all such payments of taxes, assessments or incumbrances as may have been made by said party of the second part, his ——— heirs, executors, administrators or assigns, by reason of the permission hereinafter given, with the interest on the same hereinafter allowed, rendering the overplus of the purchase money, if any there shall be, unto the said party ——— of the first part, his heirs, executors, administrators or assigns; which sale, so to be made, shall forever be a perpetual bar, both in law and equity, against the said party of the first part, his ——— heirs and assigns, and all other persons claiming or to claim the premises, or any part thereof, by, from or under him or ——— them, or either of them. And it is hereby agreed that it shall be lawful for the said party of the second part his — heirs, executors, administrators or assigns, to pay and discharge at maturity, all such taxes or assessments, liens, or other incumbrances now subsisting, or hereafter to be laid or imposed upon said lot of land and premises, and which may be in effect a prior charge thereupon to these presents, or which may be imposed upon this Mortgage or upon the moneys thereby secured during the continuance of this Mortgage, and for such payments shall be allowed interest at the rate of five per cent. per month, such payments and interest shall be considered as secured by these presents, and a charge upon said lot of land and premises, shall be repayable on demand, and may be deducted from the proceeds of the sale above authorized.

And the said party ——— of the first part for himself his heirs, the above described and hereby granted premises and every part and parcel thereof, with the appurtenances, unto the said party of the second part his ~~his~~ heirs and assigns, against the said party of the first part, and his heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same, shall and will warrant, and by these presents forever defend.

In witness whereof the party of the first part has hereunto set his hand and seal the day and year first above written.

In presence of

P. W. Lawbe

O. B. Bagley [L.S.]

No. 3.

State of California,
CITY AND COUNTY OF SAN FRANCISCO. } ss. On this 27th

February A. D. One Thousand, Eight Hundred and Sixty [illegible]

R. H. SINTON, a Notary Public, in and for said City and County, duly commissioned

sonally appeared the within named

O. B. Bagley

whose name subscribed to the annexed Instrument as part thereto,

to me to be the individual described in and who executed the said annexed instrument, and

acknowledged to me that executed

and voluntarily, and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand

Official Seal, the day and year in this Certificate

N

Dated April 27 1864

O. B. Dayley

TO

B. F. Dutton

MORTGAGE.

Recorded at request of
B. F. Bute April 28th A.D. 1864
at 11½ o'clk A.M. in Book
No 1 Mortgages pages 788.
789. 790. 791 & 792 records of
Santa Clara County
M. Leonard Co. Recorder

JANES, LAKE & BOYD,
ATTORNEYS AT LAW,
San Francisco.

Filed March 20th
1865
Jas H Clayton
Clerk

Deed

This Indenture,

Made the ninth day of July in the year of our Lord one thousand eight hundred and sixty four

BETWEEN C. B. Bagley of the city and County of San Francisco, State of California part of the first part and Parish B. Ladd of the same place part of the second part, Witnesseth, That the said party of the first part, for and in consideration of the sum of Five thousand Dollars,

to him in hand paid, by the said part of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, Has granted, bargained and sold, and by these presents Does grant, bargain and sell, unto the said part of the second part, and to his heirs and assigns forever, All those certain pieces or parcels of land lying and being in the county of Santa Clara and State of California, to wit:

First. Seven chains sixty one links in width to be taken off at parallel from the North side of the fractional North half of Section thirty

Second. The fractional Northeast quarter of Section thirty one and fractional Southeast quarter of Section thirty

Third. The Northwest quarter and the West half of Northeast quarter of Section nine in Township Six South, Range Two West, Mount Diablo Meridian. Containing in all four hundred and thirty acres acres more or less. Subject to a mortgage of Eight hundred dollars and interest from June 13 1864 to one B. F. Bute.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. And also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said part of the first part, of, in or to the above described premises, and every part and parcel thereof, with the appurtenances.

To Have and to Hold, all and singular the above mentioned and described premises, together with the appurtenances, unto the said part of the second part, his heirs and assigns forever.

In Witness Whereof, the said part of the first part ha S hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of
the word "about" erased and the words "the West" inserted before execution
W M Laughton

C. B. Bagley [L.S.]

U.S. INTERNAL REVENUE DOLLARS MORTGAGE FIVE July 9 64

www.JRSD.com

Printed and sold by Wm. B, Cooke & Co., Importing and Jobbing Stationers, 624 Montgomery St., Montgomery Block, San Francisco.

State of California.
CITY AND COUNTY OF SAN FRANCISCO. } ss.

On the Ninth day
of July A. D. One Thousand Eight hundred and Sixty four
before me, W. W. LAWTON, a Notary Public in and for said City and County,
duly commissioned and sworn, personally appeared the within named

C. W. Taylor

whose name is subscribed to the annexed Instrument as a party thereto, personally known to
me to be the individual described in and who executed the said annexed Instrument, and
acknowledged to me that he executed the same freely
and voluntarily, and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and
affixed my Official Seal, the day and year in this certificate
first above written.

W. W. Lawton

Notary Public.

Butte et
~~Mill Peters et Alameda~~ Co
Milpitas P.O
Santa Clara Co

DEED.

O. B. Bagley

TO

C. D. Sadd

Dated July 9 1864

Recorded at request of
Wells Fargo & Co
Dec 6 A. D. 1864
at 40 min. past 9 A. M.
in Book T of Deeds
Page 99 & 100 Records
of Santa Clara County.
M Learnworth Recorder
by H Hoffman Deputy

W F & Co 857

BARGAIN SALE DEED.

THIS INDENTURE,

Made the Twenty ninth *day of* November *in the year of our Lord One Thousand, Eight Hundred and Sixty=* Four

Between P B Ladd, of San Francisco party of the first part and James R Vance Aurkere of Oakland Alameda County Calᵃ

of the second part, **Witnesseth,** *That the said part of the first part, for and in consideration of the sum of* Twenty One hundred & fifty Dollars — *lawful money of the United States of America, to* him *in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby achnowledged hath granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell and convey unto the said party of the second part, and to* his *heirs and afsigns, forever,* All That certain pieces or parcels of Land lying and being in the County of Santa Clara and State of California, to wit

First. The fractional north East quarter of Section Thirty one and fractional South East quarter of section thirty

Second. The North West quarter and the west half of the North East quarter of Section Twenty nine

Third Seven chains & sixty one links in width to be taken in a parallel forme from the north side of the fractional north side of Section thirty All in Township Six south Range two West of Mount Diablo Meridian containing in all Four hundred and thirty Acres more or less. ~~Only~~

Together *with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, ifsues and profits thereof:*
And *also all the estate, right, title, interest, property, pofsefsion, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in or to the above described premises, and every part and parcel thereof, with the appurtenances.*
To Have and to Hold, *all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, and* his *heirs and afsigns forever*

In Witness Whereof, *the said party of the first part hath hereunto set* his *hand and seal the day and year first above written.*

Signed, Sealed and Delivered in the presence of

P. B. Ladd [L.S.]



t, corner Merchant.

State of California.
CITY AND COUNTY OF SAN FRANCISCO. } ss.

On the fifth day of December A. D. One Thousand Eight hundred and Sixty-four before me, W. W. LAWTON, a Notary Public in and for said City and County, duly commissioned and sworn, personally appeared the within named

C. H. Ladd

whose name is subscribed to the annexed Instrument as a part y thereto, personally known to me to be the individual described in and who executed the said annexed Instrument, and acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.

W. W. Lawton

Notary Public.

DEED.

J B Ladd

TO

J B Van Anken

Dated November 29 1864

Recorded at request
of Wells Fargo & Co
Dec 6 AD 1864 at 9 45
min A M in Book I
of Deeds Page 100 & 101
Records of Santa Clara
County.
M Leavinsworth Recorder
by H Hoffman Deputy
Fee $ 85

This Indenture,

Made the Ninth *day of* December *in the year of our Lord one thousand, eight hundred and sixty* four. BETWEEN James B. Van Arsdale of San Francisco, and State of California of the first part, and George E. Hinckley of the same place, party

of the second part, Witnesseth, That the said party of the first part, for and in consideration of the sum of five Thousand Dollars, lawful money of the United States of America, to him in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, Has granted, bargained, sold, released, remised and conveyed, and by these presents, Does grant, bargain, sell, release, remise and convey unto the said party of the second part, and to his heirs and assigns forever, All his right title and interest in and to the following pieces or parcels of land lying and being in the County of Santa Clara and State of California to wit:— The west half of the north East quarter, and the north West quarter of Section twenty nine, also, seven Chains and sixty six links in width, to be taken in a parallel form from the north side of the fractional north half of Section thirty, also, fractional north East quarter of Section thirty one, and fractional south East quarter of Section thirty, all in township six South, Range two West, - Mount Diablo - Meridian, — containing four hundred and thirty acres, more or less, and which is intend to include all the land conveyed by Deeds from O. B. Bagley to O. B. Ladd, and from said Ladd to James B. Van Arsdale.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To Have and to Hold, all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the party of the first part doth covenant, that he will Warrant and Defend his right, title and interest in and to the above premises, against the acts and deeds of the said party of the first part, and all persons claiming by, from, under or through the said party of the first part, and to the said party of the second part, his heirs and assigns forever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

O B Ladd

James B Van Arsdale

Printed and sold by Wm. B. Cooke & Co., Importing and Jobbing Stationers, 624 Montgomery Street, Montgomery Block, San F

State of California, } ss.

County of

On this ----- day

of ----- A. D. One Thousand Eight Hundred and Sixty ----- before

me, ----- a Notary Public in and for said ----- County,

duly commissioned and sworn, personally appeared the within named

whose name subscribed to the foregoing Instrument as part thereto, personally known

to me to be the individual described in and who executed the said foregoing Instrument, and -----

----- acknowledged to me that ----- executed the same freely and

State of California, } ss.
City and County of San Francisco.

On this Ninth day of December A. D. One Thousand Eight Hundred and Sixty Four before me, **OTIS V. SAWYER,** a **Notary Public** in and for said City and County of San Francisco, duly commissioned and sworn, and therein residing, personally appeared

James B. Van Auken

whose name is subscribed to the annexed Instrument as a party thereto, personally known to me to be the individual described in and who executed the said annexed Instrument, and he then and there duly acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in San Francisco, the day and year last above written.

Otis V. Sawyer

Notary Public.

NOTARY PUBLIC.

DEED.

James B. Van Auken

TO

Geo. E. Hinchley

Dated Dec 9th 1864

Recorded at request of

Wells Fargo & Co

Dec 19th A. D. 1864

at 30 min. past 2 o'clock P. M.

in Book I of Deeds

Page 124 & 125 Records

of Santa Clara County

M. Leavens Co. Recorder

By H. C. Hoffman

Deputy

W. F. & Co 332 $2